

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LAVELLE MAURICE JACKSON

Plaintiff(s),

v.

AUTOZONERS, LLC, et al.

Defendant(s).

Case No. 5:25-cv-00524-SB-SSC

STIPULATED PROTECTIVE
ORDER¹

1. INTRODUCTION

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

1.2 Good Cause Statement.

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Stephanie S. Christensen's Procedures as of 24 July 2023.

1 This action is likely to involve personal medical, employment, tax,
2 financial, and proprietary training records and information of parties
3 and third parties for which special protection from public disclosure and
4 from use for any purpose other than prosecution of this action is
5 warranted. Such confidential and proprietary materials and information
6 consist of, among other things, confidential business or financial
7 information, information regarding confidential business practices, or
8 personal medical, employment, financial, and tax information (including
9 information implicating privacy rights of third parties), information
10 otherwise generally unavailable to the public, or which may be privileged
11 or otherwise protected from disclosure under state or federal statutes,
12 court rules, case decisions, or common law. Accordingly, to expedite the
13 flow of information, to facilitate the prompt resolution of disputes over
14 confidentiality of discovery materials, to adequately protect information
15 the parties are entitled to keep confidential, to ensure that the parties
16 are permitted reasonable necessary uses of such material in preparation
17 for and in the conduct of trial, to address their handling at the end of the
18 litigation, and serve the ends of justice, a protective order for such
19 information is justified in this matter. It is the intent of the parties that
20 information will not be designated as confidential for tactical reasons
21 and that nothing be so designated without a good faith belief that it has
22 been maintained in a confidential, non-public manner, and there is good
23 cause why it should not be part of the public record of this case.

25 1.3 Acknowledgment of Procedure for Filing Under Seal. The
26 parties further acknowledge, as set forth in Section 12.3, below, that this
27 Stipulated Protective Order does not entitle them to file confidential
28 information under seal; Local Rule 79-5 sets forth the procedures that

1 must be followed and the standards that will be applied when a party
2 seeks permission from the court to file material under seal.

3 There is a strong presumption that the public has a right of access
4 to judicial proceedings and records in civil cases. In connection with
5 non-dispositive motions, good cause must be shown to support a filing
6 under seal. *See Kamakana v. City and Cnty. of Honolulu*, 447 F.3d
7 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors*
8 *Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*
9 *Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
10 protective orders require good cause showing), and a specific showing of
11 good cause or compelling reasons with proper evidentiary support and
12 legal justification, must be made with respect to Protected Material that
13 a party seeks to file under seal. The parties' mere designation of
14 Disclosure or Discovery Material as CONFIDENTIAL does not—
15 without the submission of competent evidence by declaration,
16 establishing that the material sought to be filed under seal qualifies as
17 confidential, privileged, or otherwise protectable—constitute good cause.
18

19 Further, if a party requests sealing related to a dispositive motion
20 or trial, then compelling reasons, not only good cause, for the sealing
21 must be shown, and the relief sought shall be narrowly tailored to serve
22 the specific interest to be protected. *See Pintos v. Pac. Creditors Ass'n*,
23 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of
24 information, document, or thing sought to be filed or introduced under
25 seal in connection with a dispositive motion or trial, the party seeking
26 protection must articulate compelling reasons, supported by specific
27 facts and legal justification, for the requested sealing order. Again,
28 competent evidence supporting the application to file documents under

1 seal must be provided by declaration.

2 Any document that is not confidential, privileged, or otherwise
3 protectable in its entirety will not be filed under seal if the confidential
4 portions can be redacted. If documents can be redacted, then a redacted
5 version for public viewing, omitting only the confidential, privileged, or
6 otherwise protectable portions of the document, shall be filed. Any
7 application that seeks to file documents under seal in their entirety
8 should include an explanation of why redaction is not feasible.
9

10 **2. DEFINITIONS**

11 2.1 Action: This pending federal lawsuit

12 2.2 Challenging Party: a Party or Non-Party that challenges the
13 designation of information or items under this Order.
14

15 2.3 "CONFIDENTIAL" Information or Items: information
16 (regardless of how it is generated, stored or maintained) or tangible
17 things that qualify for protection under Rule 26(c) of the Federal Rules of
18 Civil Procedure, and as specified above in the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as
20 well as their support staff).

21 2.5 Designating Party: a Party or Non-Party that designates
22 information or items that it produces in disclosures or in responses to
23 discovery as "CONFIDENTIAL."

24 2.6 Disclosure or Discovery Material: all items or information,
25 regardless of the medium or manner in which it is generated, stored, or
26 maintained (including, among other things, testimony, transcripts, and
27 tangible things), that are produced or generated in disclosures or
28

1 responses to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in
3 a matter pertinent to the litigation who has been retained by a Party or
4 its counsel to serve as an expert witness or as a consultant in this Action.

5 2.8 Final Disposition: the later of (1) dismissal of all claims and
6 defenses in this Action, with or without prejudice; and (2) final judgment
7 herein after the completion and exhaustion of all appeals, rehearings,
8 remands, trials, or reviews of this Action, including the time limits for
9 filing any motions or applications for extension of time pursuant to
10 applicable law.

11 2.9 In-House Counsel: attorneys who are employees of a party to
12 this Action. In-House Counsel does not include Outside Counsel of
13 Record or any other outside counsel.

14 2.10 Non-Party: any natural person, partnership, corporation,
15 association, or other legal entity not named as a Party to this action.

16 2.11 Outside Counsel of Record: attorneys who are not employees
17 of a party to this Action but are retained to represent or advise a party to
18 this Action and have appeared in this Action on behalf of that party or
19 are affiliated with a law firm which has appeared on behalf of that party,
20 and includes support staff.

21 2.12 Party: any party to this Action, including all of its officers,
22 directors, employees, consultants, retained experts, and Outside Counsel
23 of Record (and their support staffs).

24 2.13 Producing Party: a Party or Non-Party that produces
25 Disclosure or Discovery Material in this Action.

26 2.14 Professional Vendors: persons or entities that provide
27 litigation- support services (e.g., photocopying, videotaping, translating,
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1 preparing exhibits or demonstrations, and organizing, storing, or
2 retrieving data in any form or medium) and their employees and
3 subcontractors.

4 2.15 Protected Material: any Disclosure or Discovery Material that
5 is designated as “CONFIDENTIAL.”

6 2.16 Receiving Party: a Party that receives Disclosure or Discovery
7 Material from a Producing Party.
8

9 **3. SCOPE**

10 The protections conferred by this Stipulation and Order cover not
11 only Protected Material (as defined above), but also (1) any information
12 copied or extracted from Protected Material; (2) all copies, excerpts,
13 summaries, or compilations of Protected Material; and (3) any
14 testimony, conversations, or presentations by Parties or their Counsel
15 that might reveal Protected Material.
16

17 Any use of Protected Material at trial shall be governed by the
18 orders of the trial judge. This Stipulated Protective Order does not
19 govern the use of Protected Material at trial.
20

21 **4. TRIAL AND DURATION**

22 The terms of this Stipulated Protective Order apply through Final
23 Disposition of the Action.

24 Once a case proceeds to trial, information that was designated as
25 CONFIDENTIAL or maintained pursuant to this Stipulated Protective
26 Order and used or introduced as an exhibit at trial becomes public and
27 will be presumptively available to all members of the public, including
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1 the press, unless compelling reasons supported by specific factual
2 findings to proceed otherwise are made to the trial judge in advance of
3 the trial. *See Kamakana*, 447 F.3d at 1180–81 (distinguishing “good
4 cause” showing for sealing documents produced in discovery from
5 “compelling reasons” standard when merits-related documents are part
6 of court record). Accordingly, for such materials, the terms of this
7 Stipulated Protective Order do not extend beyond the commencement of
8 the trial.

9 Even after Final Disposition of this litigation, the confidentiality
10 obligations imposed by this Stipulated Protective Order shall remain in
11 effect until a Designating Party agrees otherwise in writing or a court
12 order otherwise directs.

13 14 **5. DESIGNATING PROTECTED MATERIAL**

15
16 5.1 Exercise of Restraint and Care in Designating Material for
17 Protection. Each Party or Non-Party that designates information or
18 items for protection under this Order must take care to limit any such
19 designation to specific material that qualifies under the appropriate
20 standards. The Designating Party must designate for protection only
21 those parts of material, documents, items, or oral or written
22 communications that qualify so that other portions of the material,
23 documents, items, or communications for which protection is not
24 warranted are not swept unjustifiably within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited.
26 Designations that are shown to be clearly unjustified or that have been
27 made for an improper purpose (e.g., to unnecessarily encumber the case
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1 development process or to impose unnecessary expenses and burdens on
2 other parties) may expose the Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or
4 items that it designated for protection do not qualify for protection, that
5 Designating Party must promptly notify all other Parties that it is
6 withdrawing the inapplicable designation.

7 5.2 Manner and Timing of Designations. Except as otherwise
8 provided in this Stipulated Protective Order (*see, e.g.*, second paragraph
9 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure
10 or Discovery Material that qualifies for protection under this Stipulated
11 Protective Order must be clearly so designated before the material is
12 disclosed or produced.

13 Designation in conformity with this Stipulated Protective Order
14 requires:
15

16 (a) for information in documentary form (e.g., paper or electronic
17 documents, but excluding transcripts of depositions or other pretrial or
18 trial proceedings), that the Producing Party affix at a minimum, the
19 legend "CONFIDENTIAL" to each page that contains protected
20 material. If only a portion or portions of the material on a page
21 qualifies for protection, the Producing Party also must clearly identify
22 the protected portion(s) (e.g., by making appropriate markings in the
23 margins).

24 A Party or Non-Party that makes original documents available for
25 inspection need not designate them for protection until after the
26 inspecting Party has indicated which documents it would like copied
27 and produced. During the inspection and before the designation, all of
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1 the material made available for inspection shall be deemed
2 CONFIDENTIAL. After the inspecting Party has identified the
3 documents it wants copied and produced, the Producing Party must
4 determine which documents, or portions thereof, qualify for protection
5 under this Stipulated Protective Order. Then, before producing the
6 specified documents, the Producing Party must affix the
7 “CONFIDENTIAL” legend to each page that contains Protected
8 Material. If only a portion or portions of the material on a page
9 qualifies for protection, the Producing Party also must clearly identify
10 the protected portion(s) (e.g., by making appropriate markings in the
11 margins).

12 (b) for testimony given in depositions that the Designating Party
13 identify the Disclosure or Discovery Material on the record, before the
14 close of the deposition all protected testimony.

15 (c) for information produced in some form other than
16 documentary and for any other tangible items, that the Producing Party
17 affix in a prominent place on the exterior of the container or containers
18 in which the information is stored the “CONFIDENTIAL” legend. If only
19 a portion or portions of the information warrants protection, the
20 Producing Party, to the extent practicable, shall identify the protected
21 portion(s).
22

23 5.3 Inadvertent Failures to Designate. If timely corrected, an
24 inadvertent failure to designate qualified information or items does not,
25 standing alone, waive the Designating Party’s right to secure protection
26 under this Order for such material. Upon timely correction of a
27 designation, the Receiving Party must make reasonable efforts to assure
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1 that the material is treated in accordance with the provisions of this
2 Stipulated Protective Order.

3
4 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 6.1 Timing of Challenges. Any Party or Non-Party may
6 challenge a designation of confidentiality at any time that is consistent
7 with the court's Scheduling Order.

8 6.2 Meet and Confer. The Challenging Party shall initiate the
9 dispute resolution process under Local Rule 37.1 et seq. and with
10 Section 2 of Judge Christensen's Civil Procedures titled "Brief Pre-
11 Discovery Motion Conference."²

12 6.3 The burden of persuasion in any such challenge proceeding
13 shall be on the Designating Party. Frivolous challenges, and those
14 made for an improper purpose (e.g., to harass or impose unnecessary
15 expenses and burdens on other parties) may expose the Challenging
16 Party to sanctions. Unless the Designating Party has waived or
17 withdrawn the confidentiality designation, all parties shall continue to
18 afford the material in question the level of protection to which it is
19 entitled under the Producing Party's designation until the court rules on
20 the challenge.
21

22
23 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 7.1 Basic Principles. A Receiving Party may use Protected
25 Material that is disclosed or produced by another Party or by a Non-
26

27 ² Judge Christensen's Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 Party in connection with this Action only for prosecuting, defending, or
2 attempting to settle this Action. Such Protected Material may be
3 disclosed only to the categories of persons and under the conditions
4 described in this Order. When the Action reaches a Final Disposition, a
5 Receiving Party must comply with the provisions of section 13 below.

6 Protected Material must be stored and maintained by a Receiving
7 Party at a location and in a secure manner that ensures that access is
8 limited to the persons authorized under this Stipulated Protective
9 Order.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

11 Unless otherwise ordered by the court or permitted in writing by the
12 Designating Party, a Receiving Party may disclose any information or
13 item designated “CONFIDENTIAL” only:

14 (a) to the Receiving Party’s Outside Counsel of Record in this
15 Action, as well as employees of said Outside Counsel of Record to whom
16 it is reasonably necessary to disclose the information for this Action;

17 (b) to the officers, directors, and employees (including House
18 Counsel) of the Receiving Party to whom disclosure is reasonably
19 necessary for this Action;

20 (c) to Experts (as defined in this Order) of the Receiving Party to
21 whom disclosure is reasonably necessary for this Action and who have
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (d) to the court and its personnel;

24 (e) to court reporters and their staff;

25 (f) to professional jury or trial consultants, mock jurors, and
26 Professional Vendors to whom disclosure is reasonably necessary for
27 this Action and who have signed the “Acknowledgment and Agreement
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1 to Be Bound” (Exhibit A);

2 (g) to the author or recipient of a document containing the
3 information or a custodian or other person who otherwise possessed or
4 knew the information;

5 (h) during their depositions, to witnesses, and attorneys for
6 witnesses, in the Action to whom disclosure is reasonably necessary,
7 provided: (1) the deposing party requests that the witness sign the
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the
9 witness will not be permitted to keep any confidential information
10 unless they sign the “Acknowledgment and Agreement to Be Bound”
11 (Exhibit A), unless otherwise agreed by the Designating Party or
12 ordered by the court. Pages of transcribed deposition testimony or
13 exhibits to depositions that reveal Protected Material may be separately
14 bound by the court reporter and may not be disclosed to anyone except
15 as permitted under this Stipulated Protective Order; and

16 (i) to any mediator or settlement officer, and their supporting
17 personnel, mutually agreed upon by any of the parties engaged in
18 settlement discussions.
19

20
21 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
22 **PRODUCED IN OTHER LITIGATION**

23 If a Party is served with a subpoena or a court order issued in
24 other litigation that compels disclosure of any information or items
25 designated in this Action as “CONFIDENTIAL,” that Party must:

26 (a) promptly notify in writing the Designating Party. Such
27 notification shall include a copy of the subpoena or court order;
28

1 (b) promptly notify in writing the party who caused the
2 subpoena or order to issue in the other litigation that some or all of the
3 material covered by the subpoena or order is subject to this Protective
4 Order. Such notification shall include a copy of this Stipulated
5 Protective Order; and

6 (c) cooperate with respect to all reasonable procedures sought to
7 be pursued by the Designating Party whose Protected Material may be
8 affected.

9 If the Designating Party timely seeks a protective order, the
10 Party served with the subpoena or court order shall not produce any
11 information designated in this action as “CONFIDENTIAL” before a
12 determination by the court from which the subpoena or order issued,
13 unless the Party has obtained the Designating Party’s permission. The
14 Designating Party shall bear the burden and expense of seeking
15 protection in that court of its confidential material and nothing in these
16 provisions should be construed as authorizing or encouraging a
17 Receiving Party in this Action to disobey a lawful directive from another
18 court.
19

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21 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
22 **PRODUCED IN THIS LITIGATION**

23 9.1 Application. The terms of this Stipulated Protective Order
24 are applicable to information produced by a Non-Party in this Action and
25 designated as “CONFIDENTIAL.” Such information produced by Non-
26 Parties in connection with this litigation is protected by the remedies
27 and relief provided by this Order. Nothing in these provisions should be
28 construed as prohibiting a Non-Party from seeking additional

1 protections.

2 9.2 Notification. In the event that a Party is required, by a valid
3 discovery request, to produce a Non-Party's confidential information in
4 its possession, and the Party is subject to an agreement with the Non-
5 Party not to produce the Non-Party's confidential information, then the
6 Party shall:

7 (a) promptly notify in writing the Requesting Party and the
8 Non-Party that some or all of the information requested is subject to a
9 confidentiality agreement with a Non-Party;

10 (b) make the information requested available for inspection by
11 the Non-Party, if requested.

12 9.3 Conditions of Production. If the Non-Party fails to seek a
13 protective order from this court within 14 days of receiving the notice
14 and accompanying information, the Receiving Party may produce the
15 Non-Party's confidential information responsive to the discovery request.
16 If the Non-Party timely seeks a protective order, the Receiving Party
17 shall not produce any information in its possession or control that is
18 subject to the confidentiality agreement with the Non-Party before a
19 determination by the court. Absent a court order to the contrary, the
20 Non-Party shall bear the burden and expense of seeking protection in
21 this court of its Protected Material.
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23
24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
25 **MATERIAL**

26 If a Receiving Party learns that, by inadvertence or otherwise, it
27 has disclosed Protected Material to any person or in any circumstance
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1 not authorized under this Stipulated Protective Order, the Receiving
2 Party must immediately (a) notify in writing the Designating Party of
3 the unauthorized disclosures, (b) use its best efforts to retrieve all
4 unauthorized copies of the Protected Material, (c) inform the person or
5 persons to whom unauthorized disclosures were made of all the terms of
6 this Order, and (d) request such person or persons to execute the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

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9
10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
11 **OTHERWISE PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that
13 certain inadvertently produced material is subject to a claim of privilege
14 or other protection, the obligations of the Receiving Parties are those set
15 forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This
16 provision is not intended to modify whatever procedure may be
17 established in an e-discovery order that provides for production without
18 prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal
19 Rules of Evidence, insofar as the parties reach an agreement on the
20 effect of disclosure of a communication or information covered by the
21 attorney-client privilege or work product protection, the parties may
22 incorporate their agreement in the stipulated protective order
23 submitted to the court.
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1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Stipulated
3 Protective Order abridges the right of any person to seek its
4 modification by the court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry
6 of this Stipulated Protective Order no Party waives any right it
7 otherwise would have to object to disclosing or producing any
8 information or item on any ground not addressed in this Stipulated
9 Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this
11 Stipulated Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under
13 seal any Protected Material must comply with Local Rule 79-5.
14 Protected Material may only be filed under seal pursuant to a court
15 order authorizing the sealing of the specific Protected Material at issue.
16 If a Party's request to file Protected Material under seal is denied by the
17 court, then the Receiving Party may file the information in the public
18 record unless otherwise instructed by the court.
19

20
21 **13. FINAL DISPOSITION**

22 After the Final Disposition of this Action, as defined in paragraph
23 4, within 60 days of a written request by the Designating Party, each
24 Receiving Party must return all Protected Material to the Producing
25 Party or destroy such material. As used in this subdivision, "all
26 Protected Material" includes all copies, abstracts, compilations,
27 summaries, and any other format reproducing or capturing any of the
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1 Protected Material. Whether the Protected Material is returned or
2 destroyed, the Receiving Party must submit a written certification to
3 the Producing Party (and, if not the same person or entity, to the
4 Designating Party) by the 60 day deadline that (1) identifies (by
5 category, where appropriate) all the Protected Material that was
6 returned or destroyed and (2) affirms that the Receiving Party has not
7 retained any copies, abstracts, compilations, summaries or any other
8 format reproducing or capturing any of the Protected Material.

9 Notwithstanding this provision, Counsel is entitled to retain an archival
10 copy of all pleadings, motion papers, trial, deposition, and hearing
11 transcripts, legal memoranda, correspondence, deposition and trial
12 exhibits, expert reports, attorney work product, and consultant and
13 expert work product, even if such materials contain Protected Material.
14 Any such archival copies that contain or constitute Protected Material
15 remain subject to this Protective Order as set forth in Section 4.
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1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished
3 by any and all appropriate measures including, without limitation,
4 contempt proceedings and/or monetary sanctions.

5
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7
8 DATED: June 6, 2025

/S/ Ali Sachani_____

9 Attorney(s) for Plaintiff(s)

10
11 DATED: June 6, 2025

/S/ Michael Hoffman_____

12 Attorney(s) for Defendant(s)

13
14
15 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

16
17 DATED: June 16, 2025

18 _____

19 _____

20 STEPHANIE S. CHRISTENSEN
21 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[print or type full name]**, of

_____ **[print or type full address]**, declare under
penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on **[date]** in the
case of Jackson v. AutoZoners, LLC. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me
to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States
District Court for the Central District of California for the purpose of
enforcing the terms of this Stipulated Protective Order, even if such
enforcement proceedings occur after termination of this action. I
hereby appoint _____ **[print or type full name]**
of _____ **[print or type full address and telephone number]** as

1 my California agent for service of process in connection with this action
2 or any proceedings related to enforcement of this Stipulated Protective
3 Order.

4
5 Date: _____

6 City and State where sworn and
7 signed: _____

8 Printed name: _____

9 Signature: _____